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10/635,460	08/07/2003	Alejandro Wiechers	200207419-1	7657

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EXAMINER	
RODRIGUEZ, LENNIN R	
ART UNIT	PAPER NUMBER
2625	

NOTIFICATION DATE	DELIVERY MODE
08/19/2008	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary	Application No.	Applicant(s)	
	10/635,460	WIECHERS ET AL.	
	Examiner	Art Unit	
	LENNIN R. RODRIGUEZ	2625	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *30 June 2008*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1,2,4-16 and 18-28* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-2, 4-16 and 18-28* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. In view of the appeal brief filed on 6/30/2008, PROSECUTION IS HEREBY REOPENED. A new ground of rejection is set forth below.

To avoid abandonment of the application, appellant must exercise one of the following two options:

(1) file a reply under 37 CFR 1.111 (if this Office action is non-final) or a reply under 37 CFR 1.113 (if this Office action is final); or,

(2) initiate a new appeal by filing a notice of appeal under 37 CFR 41.31 followed by an appeal brief under 37 CFR 41.37. The previously paid notice of appeal fee and appeal brief fee can be applied to the new appeal. If, however, the appeal fees set forth in 37 CFR 41.20 have been increased since they were previously paid, then appellant must pay the difference between the increased fees and the amount previously paid.

A Supervisory Patent Examiner (SPE) has approved of reopening prosecution by signing below:

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Response to Arguments

2. Applicant's arguments, see Appeal Brief, filed on 6/30/2008, with respect to the rejection(s) of claim(s) 1-2, 4-16 and 18-28 under 35 U.S.C. 103(a) have been fully considered and are persuasive. Therefore, the rejection has been withdrawn.

However, upon further consideration, a new ground(s) of rejection is made in view of Laverty et al. (US 6,429,947) in view of Schorr et al. (US 6,608,697).

3. Rejection under 35 U.S.C. 101 has been withdrawn in view of the submitted amendment as stated in the advisory action.

Claim Rejections - 35 USC § 103

4. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

5. Claims 1-2, 4-16 and 18-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) in view of Schorr et al. (US 6,608,697).

(1) regarding claims 1 and 15:

Laverty '947 discloses a method of managing workflow in a commercial printing environment including a designer location (column 10, lines 50-61, where the customer is the designer location) and a print service provider location (Fig. 4), said method comprising:

creating a press ready file at the designer location using updated device configuration information from the print service provider location (column 13, lines 53-67, where the creation of the print ready file is done at the designer location using device configuration information (the device configuration information at some point in time has to be updated into the system)), said press ready file including a print job to be printed at the print service provider location and a job ticket that specifies production devices of the print service provider location to be used to process said print job

(column 10, lines 50-61, where the print ready file is been created at he client's computer and all the information about the way the job should be created (job ticket) is included);

sending said press ready file from the designer location to the print service provider location via an electronic network (column 10, lines 58-61, where the order is sent to the printer as a press ready file and 406 in Fig. 4 is the network); and

performing at least one of automated printing, finishing, packaging and shipping at the print service provider location (column 11, lines 31-37, where the print ready file is used for shipping after printing).

Laverty '947 discloses all the subject matter as described above except an automated preflight module performing an automated preflight check of said press ready file at the designer location, said automated preflight check comprising said automated preflight module automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors;

said automated preflight module further automatically correcting errors identified in said print job or said job ticket at the designer location.

However, Schorr '697 teaches an automated preflight module performing an automated preflight check of said press ready file at the print service provider location (column 4, lines 1-60, wherein it specifically states that even though he discloses 4 downloadable modules, there can be more or less depending on the necessity of the user, thus if the service provider needs the analyzer, it can download that specific

module to the system), said automated preflight check comprising said automated preflight module automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors (column 7, lines 57-67 and column 8, lines 1-5);

said automated preflight module further automatically correcting errors identified in said print job or said job ticket at the designer location (column 8, lines 15-18, where the print vendor can correct the errors).

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made to have an automated preflight module performing an automated preflight check of said press ready file at the designer location, said automated preflight check comprising said automated preflight module automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors; said automated preflight module further automatically correcting errors identified in said print job or said job ticket at the designer location as taught by Schorr '697, in the system of Laverty '947. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

(2) regarding claims 2 and 16:

Laverty '947 discloses all the subject matter as described above except a step of verifying, at the print service provider location, that said press ready file will be produced at the print service provider location as designed at the designer location and, if not, correcting said press ready file to ensure production substantially as designed.

However, Lahey '217 teaches a step of verifying, at the print service provider location, that said press ready file will be produced at the print service provider location as designed at the designer location and, if not, correcting said press ready file to ensure production substantially as designed (column 7, lines 57-67 and column 8, lines 1-5) (column 8, lines 15-18, where the print vendor can correct the errors).

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made to have a step of verifying, at the print service provider location, that said press ready file will be produced at the print service provider location as designed at the designer location and, if not, correcting said press ready file to ensure production substantially as designed as taught by Schorr '697, in the system of Laverty '947. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

(3) regarding claims 4 and 18:

Laverty '947 discloses all the subject matter as described above except wherein said errors comprise at least one of: missing font, missing image, incorrect image

resolution, missing crop marks, incorrect scaling, incorrect rotation, and incorrect color space.

However, Schorr '697 teaches wherein said errors comprise at least one of: missing font, missing image, incorrect image resolution, missing crop marks, incorrect scaling, incorrect rotation, and incorrect color space (column 7, lines 8-14 and column 10, lines 51-61, where the document elements could be among other things font and by this means the errors).

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made that said errors comprise at least one of: missing font, missing image, incorrect image resolution, missing crop marks, incorrect scaling, incorrect rotation, and incorrect color space as taught by Schorr '697, in the system of Laverty '947. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

(4) regarding claims 5 and 19:

Laverty '947 discloses all the subject matter as described above except wherein said errors comprise at least one of: paper mismatch between press ready file and selected press at print service provider location, ink mismatch between press ready file and selected press at print service provider location, missing imposition instructions,

missing imposition proofing file, missing imposition proofing approval, missing remote printing file, and missing contract proof approval.

However, Schorr '697 teaches wherein said errors comprise at least one of: paper mismatch between press ready file and selected press at print service provider location (column 7, lines 8-14 and column 10, lines 51-61, where the document elements could be among other things paper size and by this means the errors), ink mismatch between press ready file and selected press at print service provider location, missing imposition instructions, missing imposition proofing file, missing imposition proofing approval, missing remote printing file, and missing contract proof approval.

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made that said errors comprise at least one of: paper mismatch between press ready file and selected press at print service provider location, ink mismatch between press ready file and selected press at print service provider location, missing imposition instructions, missing imposition proofing file, missing imposition proofing approval, missing remote printing file, and missing contract proof approval as taught by Schorr '697, in the system of Laverty '947. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

(5) regarding claims 6 and 20:

Laverty '947 discloses all the subject matter as described above except wherein said errors comprise at least one of: inappropriate finishing device attached to selected press at print service provider location, nonfunctional selected finishing device, selected finishing device incapable of performing required tasks, missing finishing instructions, and missing finishing mock-up file.

However, Schorr '697 teaches wherein said errors comprise at least one of: inappropriate finishing device attached to selected press at print service provider location, nonfunctional selected finishing device, selected finishing device incapable of performing required tasks (column 2, lines 28-35, where the finishing device cannot handle some binding), missing finishing instructions, and missing finishing mock-up file.

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made that wherein said errors comprise at least one of: inappropriate finishing device attached to selected press at print service provider location, nonfunctional selected finishing device, selected finishing device incapable of performing required tasks, missing finishing instructions, and missing finishing mock-up file as taught by Schorr '697, in the system of Laverty '947. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

(6) regarding claims 9 and 23:

Laverty '947 and Lahey '217 disclose all the subject matter as described above except wherein said preflight check of the press ready file includes automatic generation of a report at the designer location of the identified errors in said press ready file.

However, Schorr '697 teaches wherein said preflight check of the press ready file includes automatic generation of a report at the designer location of the identified errors in said press ready file (column 3, lines 22-23).

Therefore it would have been obvious to one of ordinary skill in the art a the time the invention was made that said preflight check of the press ready file includes automatic generation of a report at the designer location of the identified errors in said press ready file. as taught by Schorr '697, in the system of Roztocil '868. By accessing the preflight system through the print vendor, the print buyer is not hardwired to one particularly vendor. Further, as will be understood by reviewing the description of the preferred embodiments below, the print buyer can employ the preflight system according to the invention through potentially any print vendor (column 3, lines 23-29).

6. Claims 7 and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) and Schorr et al. (US 6,608,697) as applied to claims above, and further in view of Gorp et al. (US 2004/0252319).

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said errors comprise at least one of: inappropriate packaging device attached to selected press and finishing device at print service provider location, nonfunctional selected packaging device, selected packaging device incapable of performing required tasks, and missing packaging instructions.

However, Gorp '319 teaches wherein said errors comprise at least one of: inappropriate packaging device attached to selected press and finishing device at print service provider location, nonfunctional selected packaging device, selected packaging device incapable of performing required tasks (paragraph [0033], where it is disclosing the package device and paragraph [0036], lines 1-4, where it is reporting an error with the packaging device), and missing packaging instructions.

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said errors comprise at least one of: inappropriate packaging device attached to selected press and finishing device at print service provider location, nonfunctional selected packaging device, selected packaging device incapable of performing required tasks, and missing packaging instructions as taught by Gorp '319 in the system of Laverty '947 and Schorr '697. Hence, a need exists for an enhanced technique for printing a document using multiple resources, tracking the document at all stages, and compiling the document while maintaining superior integrity at all times as disclose in Gorp '319 paragraph [0005], lines 5-8.

7. Claims 8 and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) and Schorr et al. (US 6,608,697) as applied to claims above, and further in view of Tibbs et al. (US 2002/0010689).

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said errors comprise at least one of: missing shipping instructions, missing list of recipient names and destinations, and of final output and invalid automated courier selected.

However, Tibbs '689 teaches wherein said errors comprise at least one of: missing shipping instructions, missing list of recipient names and destinations (paragraph [0033], lines 5-8, where the shipping information is being interpreted as containing recipient names and destinations), and of final output and invalid automated courier selected.

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said errors comprise at least one of: missing shipping instructions, missing list of recipient names and destinations, and of final output and invalid automated courier selected as taught by Tibbs '689 in the system of Laverty '947 and Schorr '697. With this, it is intended to improved the method and system for handling returns as disclose in Tibbs paragraph [0005], thus making the system more reliable.

8. Claims 10 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) and Schorr et al. (US 6,608,697) as applied to claims above, and further in view of Smith (US 6,441,920).

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said preflight check of the press ready file includes automatically generating alarms discernable at the designer location corresponding to the identification of errors in said press ready file.

However, Smith '920 teaches wherein said preflight check of the press ready file includes automatically generating alarms discernable at the designer location

corresponding to the identification of errors in said press ready file (column 9, lines 7-16).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said preflight check of the press ready file includes automatically generating alarms discernable at the designer location corresponding to the identification of errors in said press ready file as taught by Smith '920 in the system of Laverty '947 and Schorr '697. With this the user can be informed about errors in the data, thus making the system user-friendlier.

9. Claims 11 and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) and Schorr et al. (US 6,608,697) as applied to claims above, and further in view of Roztocil et al. (US 2001/0044868).

(1) regarding claims 11 and 25:

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote imposition setup of said press ready file to arrange a plurality of design pages of said press ready file onto one or more print pages.

However, Roztocil '868 teaches wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote imposition setup of said press ready file to arrange a plurality of design pages of said press ready file onto one or more print pages (paragraph [0030], lines 9-24, where the

blinder's creep, which is the inaccuracies of the imposition, is being prevented by shifting the image and arranging it in pages of a job).

Having a system of Laverty '947 and Schorr '697 and then given the well-established teaching of Roztocil '868 reference, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the commercial printing environment of Laverty '947 and Schorr '697 reference to include that said step of creating said press ready file at the print service provider location further comprises performing automated remote imposition setup of said press ready file to arrange a plurality of design pages of said press ready file onto one or more print pages as taught by Roztocil '868 reference because in this way it will allow the network system to perform the print job not matter is the printer specified by a user can not fulfill the job, thus making it convenient for the user.

10. Claims 12 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) and Schorr et al. (US 6,608,697) as applied to claims above, and further in view of Mandel et al. (US 5,599,009).

(1) regarding claims 11 and 25:

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote finishing setup of said press ready file to select the desired finishing options for said press ready file when printed at the print service provider location to prepare finishing instructions to effect the same.

However, Mandel '009 teaches wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote finishing setup of said press ready file to select the desired finishing options for said press ready file when printed at the print service provider location to prepare finishing instructions to effect the same (column 13, lines 20-67 and column 14, lines 1-3).

Having a system of Laverty '947 and Schorr '697 and then given the well-established teaching of Mandel '009 reference, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the commercial printing environment of Laverty '947 and Schorr '697 reference to include that said step of creating said press ready file at the print service provider location further comprises performing automated remote finishing setup of said press ready file to select the desired finishing options for said press ready file when printed at the print service provider location to prepare finishing instructions to effect the same as taught by Mandel '009 reference because in this way it will allow the network system to perform the print job not matter is the printer specified by a user can not fulfill the job, thus making it convenient for the user.

11. Claims 13-14 and 27-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Laverty et al. (US 6,429,947) and Schorr et al. (US 6,608,697) as applied to claims above, and further in view of Stewart et al. (US 6,714,964).

(1) regarding claims 13 and 27:

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said step of creating said press ready file at the print service provider

location further comprises performing automated remote packaging setup of said press ready file to remotely select the desired packaging options for said press ready file when printed at said print service provider location and to prepare packaging instructions to effect the same.

However, Stewart '964 teaches wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote packaging setup of said press ready file to remotely select the desired packaging options for said press ready file when printed at said print service provider location (column 8, lines 39-44, where servicing on the completed jobs includes wrapping the documents to be shipped as well as boxing the documents) and to prepare packaging instructions to effect the same (column 8, lines 39-44, where servicing is being interpreted as containing instructions for packaging).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said step of creating said press ready file at the print service provider location further comprises performing automated remote packaging setup of said press ready file to remotely select the desired packaging options for said press ready file when printed at said print service provider location and to prepare packaging instructions to effect the same as taught by Stewart '964 in the system of Laverty '947 and Schorr '697. In doing so, as copy centers do not afford the consumer the ability to preview a document prior to completion of the service, this not only increases the time for copying and reproduction, but also inevitably increases the costs

to both the consumer and the service provider as disclose by Stewart '964 column 2, lines 13-24.

(2) regarding claims 14 and 28:

Laverty '947 and Schorr '697 disclose all the subject matter as described above except wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote shipping setup of said press ready file to remotely select the desired shipping options for said press ready file when printed at said print service provider location and to prepare shipping instructions to effect the same.

However, Stewart '964 teaches wherein said step of creating said press ready file at the print service provider location further comprises performing automated remote shipping setup of said press ready file to remotely select the desired shipping options for said press ready file when printed at said print service provider location col. 8, lines 39-44, where servicing on the completed jobs includes shipping or delivery of the documents) and to prepare shipping instructions to effect the same (col. 8, lines 39-44, where servicing is being interpreted as containing instructions for servicing).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made that said step of creating said press ready file at the print service provider location further comprises performing automated remote shipping setup of said press ready file to remotely select the desired shipping options for said press ready file when printed at said print service provider location and to prepare shipping instructions to effect the same as taught by Stewart '964 in the system of Laverty '947

and Schorr '697. In doing so, as copy centers do not afford the consumer the ability to preview a document prior to completion of the service, this not only increases the time for copying and reproduction, but also inevitably increases the costs to both the consumer and the service provider as disclose by Stewart '964 column 2, lines 13-24.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to LENNIN R. RODRIGUEZ whose telephone number is (571)270-1678. The examiner can normally be reached on Monday - Thursday 7:30am - 6:00pm EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, King Poon can be reached on (571) 272-7440. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/King Y. Poon/
Supervisory Patent Examiner, Art Unit 2625

/Lennin R Rodriguez/
Examiner, Art Unit 2625